

1 BILL NO. S-84-09-24

2 SPECIAL ORDINANCE NO. S- 120-84

3 AN ORDINANCE approving Contract  
4 for Resolution #6008-84 - Greater  
5 McMillan, Phase III by the City  
6 of Fort Wayne by and through its  
7 Board of Public Works with Dailey  
8 Asphalt Products Company, Inc.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the annexed Contract for Resolution  
12 #6008-84 - Greater McMillan, Phase III by the City of Fort Wayne  
13 by and through its Board of Public Works with Dailey Asphalt  
14 Company, Inc., is hereby ratified, confirmed and approved in all  
15 respect. The work under said Contract requires:

16 installation of new pavement with  
17 curbs on north side and curbface  
18 walk on south side of Manford  
19 Street from Queen Street on the  
20 west to Fruehauf Drive on the  
21 West.

22 Alternate I consists of installing  
23 a new storm sewer line on Queen  
24 Street from McKee on the north to  
25 Manford on the south.

26 Alternate II consists of installa-  
27 tion of new pavement with curbs on  
28 the north side and curbface walk on  
29 the south side on Manford from Abbott  
30 on east and Queen on west;

31 the Contract price for the base bid is Fifty-Nine Thousand One  
32 Hundred Thirteen and No/100 Dollars (\$59,113.00) - the price for  
33 Alternate I is Thirteen Thousand Four Hundred Fifty-One and 05/100  
34 Dollars (\$13,451.05) - the price for Alternate II is Twenty-Eight  
35 Thousand Eight Hundred Forty-Three and No/100 Dollars (\$28,843.00)  
36 (Alternates I and II are contingent on money being available  
37 from C.D. & P.).

38 SECTION 2. Prior Approval was received from Council  
39 with respect to the Contract base bid on July 24, 1984. Two (2)  
40 copies of the Contract attached hereto are on file with the City  
41 Clerk's Office and are available for public inspection.



Page Two

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel L. Talarico  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

Bruce O. Boxberger, City Attorney

FOX RIVER BOND  
25% COTTON



Read the first time in full and on motion by Talarico, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.

DATE: 9-25-84 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-9-84 Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. 1-120-84 on the 9<sup>th</sup> day of October, 1984,

ATTEST: (SEAL)  
Sandra E. Kennedy Ray A. E. E. E. E.  
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10<sup>th</sup> day of October, 1984, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10<sup>th</sup> day of October, 1984, at the hour of 2<sup>00</sup> o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



# CONTRACT

This Agreement, made and entered into this 19<sup>th</sup> day of September, 1984

by and between ----- DAILEY ASPHALT PRODUCTS CO., INC. -----

----- 1122 THOMAS ROAD, FORT WAYNE, IN 46804 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

RESOLUTION NO. 6008-84

prove by the installation of new pavement with curbs on north side and curbface walk on south side on Manford St. from Queen St. on the west to Fruehauf Dr. on the east. (BASE BID)

ALTERNATE I: By installing a new storm sewer line on Queen St. from McKee on the north to Manford on the south.

ALTERNATE II: By the installation of new pavement with curbs on the north side and curbface walk on the south side on Manford from Abbott on east & Queen on west. This Area also known as GREATER McMILLAN, PHASE III.

~~By grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXX with XXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 6008-84 attached hereto and by reference made a part thereof  
~~and at the following price per lineal foot~~  
at the following prices:

Common Excavation	Eight dollars and no cents per cubic yard	8.00
7" Concrete Pavement	Sixteen dollars and no cents per square yard	16.00
Curbface Walk	One dollar and seventy-five cents per square foot	1.75
6" Concrete Drive Approach	Seventeen dollars and fifty cents per square yard	17.50
8" Concrete Alley Approach	Eighteen dollars and fifty cents per square yard	18.50
Type II-A Curb (6" x 6")	One dollar and fifty cents per lineal foot	1.50
HAC #53 Base	Forty-five dollars and no cents per ton	45.00
HAC #11 Binder	Eighty dollars and no cents per ton	80.00
HAC A-2 Surface	Eighty dollars and no cents per ton	80.00
Seed, Mulch, Fertilizer & Fine Grading	No dollar and fifty cents per square yard	0.50
Steps	Forty-five dollars and no cents per each	45.00



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 6008-84 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before 10/30/1984, 19\_\_\_\_ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 19th day of Sept, 1984

ATTEST:

Lorraine L. Casper  
Corporate Secretary

DAILEY ASPHALT PRODUCTS CO., INC.

BY:

ITS:

[Signature]  
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Its Board of Public Works and Mayor.

ATTEST:

[Signature]  
Secretary and Clerk

Alternate I & II contingent on money being available from CD&P



Stone (For Drives)	Ten dollars and no cents per ton	10.00
4" Sidewalk	One dollar and seventy cents per square foot	1.70
Tree Removal	Two hundred and thirty-five dollars and no cents per each	235.00
TOTAL BASE BID	Fifty-nine thousand, one hundred thirteen dollars and no cents	\$59,113.00

#### ALTERNATE I

Pipe RCP Class III 12"	Nineteen dollars and no cents per lineal foot	19.00
Pipe RCP Class V 12"	Twenty-one dollars and no cents per lineal foot	21.00
B-Borrow Sewer Backfill	Seven dollars and fifty cents per ton	7.50
Stone #53 Sewer Backfill Street Crossing	Nine dollars and no cents per ton	9.00
Inlet Type I-C (Incl. Backfill)	Five hundred and fifty dollars and no cents per each	550.00
Inlet Type III-C (Incl. Backfill)	Seven hundred dollars and no cents per each	700.00
Curb I-B	Nine dollars and fifty cents per lineal foot	9.50
Wing Walk	One dollar and eighty cents per square foot	1.80
Concrete Drives 6"	Seventeen dollars and fifty cents per square yard	17.50
Seeding, Mulch, Fertilizer and Fine Grading	No dollar and forty-five cents per square yard	0.45
Top Soil	Six dollars and no cents per ton	6.00
TOTAL ALTERNATE I	Thirteen thousand, four hundred fifty-one dollars and five cents	\$13,451.05

#### ALTERNATE II

Common Excavation	Twelve dollars and no cents per cubic yard	12.00
7" Concrete Pavement	Nineteen dollars and no cents per square yard	19.00
Curbface Walk	One dollar and seventy-five cents per square foot	1.75
6" Driveway Concrete	Eighteen dollars and no cents per square yard	18.00
8" Concrete Alley Approach	Twenty-two dollars and no cents per square yard	22.00
Type II-A curb (6" x 6")	Two dollars and fifty cents per lineal foot	2.50
Type I-B Curb	Twelve dollars and no cents per lineal foot	12.00



HAC #33 Base	Forty dollars and no cents per ton	40.00
HAC #11 Binder	Ninety dollars and no cents per ton	90.00
HAC A-2 Surface	Ninety dollars and no cents per ton	90.00
Seed, Mulch, Fertilizer and Fine Grading	No dollar and sixty cents per square yard	0.60
Steps	Ninety dollars and no cents per each	90.00
TOTAL ALTERNATE II	Twenty-eight thousand, eight hundred and forty-three dollars and no cents	\$28,843.00
GRAND TOTAL (Including Base Bid, Alternate I and Alternate II Bids)	One hundred and one thousand, four hundred and seven dollars and five cents	\$101,407.05

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.)

A copy of General Ordinance No. G-34-78 (as amended) concerning discrimination in employment under municipal contracts, is attached and incorporated herein by reference.



PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DAILEY ASPHALT PRODUCTS CO., INC.  
as Principal, and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY -----

-----, a corporation organized under the laws of the  
State of Minnesota, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of One hundred and one  
thousand, four hundred and seven dollars and five cents -----

(\$ 101,407.05 -----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 19<sup>th</sup> day of September, 1984  
enter into a contract with the City of Fort Wayne to construct

RESOLUTION NO. 6008-84

To improve by the installation of new pavement with curbs on north side and curbface  
walk on south side on Manford Street from Queen St. on the west to Fruehauf Dr.  
on the east. (BASE BID)

ALTERNATE I: By installing a new storm sewer line on Queen Street from McKee St.  
on the north to Manford on the south.

ALTERNATE II: By the installation of new pavement with curbs on the north side and  
curbface walk on the south side on Manford St. from Abbott St. on  
the east and Queen St. on the west.

This Area also known as GREATER MCMILLAN, PHASE III.

at a cost of \$ 101,407.05 -----, according to certain plans and specifications  
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement  
provides:

1. That said improvement shall be completed according to said plans and  
specifications, and contractor shall warrant and guarantee all work, mater-  
ial, and conditions of the improvement for a period of three (3) years from  
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-  
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-  
tions, and repairs as required by the City within thirty (30) days after  
notice.



WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

DAILEY ASPHALT PRODUCTS CO., INC.  
(Contractor)

BY: [Signature]

ITS: [Signature]

ATTEST:

Yaste, Zent & Rye Agency, Inc.

By: [Signature]

(Title)

St. Paul Fire and Marine  
Insurance Company

Surety

\*BY: [Signature]

Authorized Agent  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----DAILEY ASPHALT PRODUCTS CO., INC.-----  
(Name of Contractor)  
----- 1122 THOMAS ROAD, FORT WAYNE, IN 46804 -----  
(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)  
and ST. PAUL FIRE AND MARINE INSURANCE COMPANY -----  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND ONE THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS AND FIVE CENTS -----  
for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 19<sup>th</sup> day of September, 1984, for the construction of:

RESOLUTION NO. 6008-84

To improve by the installation of new pavement with curbs on north side and curbface walk on south side on Manford Street from Queen Street on the west to Fruehauf Dr. on the east. (BASE BID).

ALTERNATE I: By installing a new storm sewer line on Queen Street from McKee St. on the north to Manford on the south.

ALTERNATE II: By the installation of new pavement with curbs on the north side and curbface walk on the south side on Manford St. from Abbott St. on the east and Queen St. on the west.

This Area also known as GREATER MCMILLAN, PHASE III.

at a cost of ONE HUNDRED AND ONE THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS AND FIVE CENTS -----  
(\$ 101,407.05 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----DAILEY ASPHALT PRODUCTS CO., INC. -----

(Name of Contractor)

----- 1122 THOMAS ROAD, FORT WAYNE, IN 46804 -----

(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and ST. PAUL FIRE AND MARINE INSURANCE COMPANY -----  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND ONE THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS AND FIVE CENTS -----  
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at a cost of ONE HUNDRED AND ONE THOUSAND, FOUR HUNDRED AND SEVEN DOLLARS AND FIVE CENTS -----

(\$ 101,407.05 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.




NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-  
(number)  
parts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL)

ATTEST:

  
Ernest J. Casper  
(Principal) Secretary

DAILEY ASPHALT PRODUCTS CO., INC.

Principal

BY 

(Title)

(Address)

Paul M. Nault  
Witness as to Principal

(Address)

St. Paul Fire and Marine  
Insurance Company

Surety

BY 

Attorney-in-Fact  
(Authorized Agent)

(Address)

Yaste, Zent & Rye Agency, Inc.

Witness as to Surety

P.O. Box 1367

Fort Wayne, Indiana 46801

(Address)

By: 

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY



BILL NO. S-84-09-24

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN  
ORDINANCE approving Contract for Resolution #6008-84 -

Greater McMillan, Phase III by the City of Fort Wayne by and through  
its Board of Public Works with Dailey Asphalt Products Company, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

CHARLES B. REDD, VICE CHAIRMAN

Charles B. Redd

JANET G. BRADBURY

Janet G. Bradbury

PAUL M. BURNS

Paul M. Burns

THOMAS C. HENRY

Thomas C. Henry

CONCURRED IN 10-9-84  
SANDRA E. KENNEDY, CITY CLERK



TITLE OF ORDINANCE Contract for Res. #6008-84 - Greater McMillan, Phase III

Contractor Dailey Asphalt Products Co., Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *J-84-09-24*

SYNOPSIS OF ORDINANCE Contract for Res. #6008-84, Greater McMillan, Phase III

is for installation of new pavement with curbs on north side and curbface walk  
on south side on Manford Street from Queen Street on the west to Fruehauf Drive  
on the West. PRIOR APPROVAL RECEIVED 7/24/84

Alternate I consists of installing a new storm sewer line on Queen St. from McKee o  
the north to Manford on the south.

Alternate II consists of installation of new pavement with curbs on the north side an  
curbface walk on the south side on Manford from Abbott on east & Queen on west.

Contractor is Dailey Asphalt Products Co., Inc.

EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS)	\$59,113.00 Base Bid
	<del>13,451.05 Alt. I</del>
Alternate I & II contingent on money being available from CD&P	28,843.00 Alt. II

ASSIGNED TO COMMITTEE \_\_\_\_\_